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1 UNITED STATES DISTRICT COURT  
2 SOUTHERN DISTRICT OF NEW YORK

3 NEW YORK TAXI WORKERS  
4 ALLIANCE, Individually, on  
5 *behalf of all others similarly*  
6 *situated and as class*  
7 *representatives, ET AL,*

8 Plaintiffs,

9 v.

10 16 CV 4098 (AKH)

11 UBER TECHNOLOGIES, INC.,  
12 *jointly and severally, ET AL,*

13 Defendants.

14 FAIRNESS HEARING

15 -----x  
16 New York, N.Y.  
17 April 12, 2019  
18 11:30 a.m.

19 Before:

20 HON. ALVIN K. HELLERSTEIN,

21 District Judge

22 APPEARANCES

23 MIRER MAZZOCCHI & JULIEN  
24 Attorneys for Plaintiffs

25 BY: JEANNE E. MIRER  
-AND-

NEW YORK TAXI WORKERS ALLIANCE  
BY: ZUBIN D. SOLEIMANY

LITTLER MENDELSON  
Attorneys for Defendants  
BY: ANDREW M. SPURCHISE

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(Case called)

MS. MIRER: Good morning, your Honor.

Jeanne Mirer, Mirer, Mazzocchi & Julien, for Bigu  
Haider, et al.

THE COURT: How are you, Ms. Mirer?

MS. MIRER: Fine, thank you, your Honor.

How are you?

THE COURT: Okay. Hobbling.

MR. SOLEIMANY: Zubin Soleimany, for the plaintiffs.

THE COURT: Yes.

MR. SPURCHISE: Andrew Spurchise of Littler Mendelson,  
for defendants.

THE COURT: Thank you, folks.

MR. SPURCHISE: Thank you.

THE COURT: So I read the settlement agreement, which  
is going to be a public record.

The class is limited to seven current and former  
drivers; the defense, Uber, various subsidiaries, various  
owners, managers and/or shareholders. The lawsuit was filed  
June 2, 2016, claiming violations of the Fair Labor Standards  
Act and the New York Labor Law, specifically, failure to pay  
minimum wage and overtime, reimburse for business expenses and  
other things like that.

The case has been very intensely pleaded and tried by  
really good lawyers. So if that's a flattery, which it is,

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1 Ms. Mirer and Mr. Spurchise, take it as such. I think both of  
2 you have done a very good job.

3 The big problem is that the Second Circuit in  
4 *Muñoz-Gonzalez v. DLC Limousine Service*, 904 F.3d 208 (2d Cir.  
5 2018), put a crimp in Ms. Mirer's allegations, holding that  
6 with respect to black car services, the drivers were not  
7 covered by the Fair Labor Standards Act. That made it very  
8 difficult for you to pursue your lawsuit. But I think the work  
9 that you and Mr. Spurchise did in coming to the settlement that  
10 you did shows proper regard for each other and for the Court  
11 processes. And I thank you both.

12 The proposed settlement provides that Uber shall pay a  
13 total of \$195,000 to resolve their claims, to be divided on a  
14 pro rata basis based on the alleged value of each plaintiff's  
15 breach of contract claim.

16 The sum also includes participation awards of \$2,000  
17 each to the six named plaintiffs; and \$2,500, a little bit more  
18 money, to Plaintiff Haider, the lead plaintiff, all of which I  
19 think is reasonable, since they exposed themselves to the risks  
20 of depositions and carrying on a service for others. It turned  
21 out that the class was limited just to them. So I don't know  
22 what difference -- well, it does make a difference to some  
23 degree.

24 Now, the estimates of the exposures for breaches of  
25 contract and unlawful deductions come to approximately

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1 \$225,000, exclusive of attorneys' fees and costs. There's a  
2 breakdown in the settlement agreement as to what proportions  
3 each plaintiff's damage is after the whole. And I think the  
4 proposed settlement of \$195,000, which comes to 86.8 percent of  
5 the estimated maximum exposure for the aspect of the claim that  
6 reflects unlawful deductions, a breach of contract, and 173.6  
7 percent of potential damages for breach of contract, which come  
8 to \$112,000, are reasonable, particularly given the difficulty  
9 that Ms. Mirer had by reason of a Second Circuit decision.

10 Tell me a little, Ms. Mirer, how these proportions  
11 worked out for the plaintiffs, how do you come to them, what  
12 they're based on.

13 MS. MIRER: Your Honor, what they are based on is we  
14 had everybody's, I guess, W-9s -- or, no, 1099s from the end of  
15 each year in which the amount in taxes and funds was stated.  
16 We created a grid in which we added all of those up for each  
17 person.

18 THE COURT: So it was a person-by-person calculation.

19 MS. MIRER: It was a person-by-person calculation. We  
20 gave credit to the people -- for the amount that they had  
21 already been reimbursed; we shared these numbers with the  
22 defendants. They, I think, agreed that these were the actual  
23 numbers.

24 And then the pro rata is based on mainly the amount of  
25 time --

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1 THE COURT: All right. So it's a merits percentage.

2 MS. MIRER: Yes. Absolutely. Based on actual numbers  
3 from each plaintiff's losses.

4 THE COURT: Now, are all the six plaintiffs alive and  
5 well, to your knowledge?

6 MS. MIRER: Yes. And there was --

7 THE COURT: Have you had recent contact with them?

8 MS. MIRER: Yes, each one of them signed a  
9 declaration, as requested --

10 THE COURT: So the checks to each -- the checks in  
11 whole and the checks to each will be for the full amount of the  
12 settlement.

13 MS. MIRER: Correct.

14 THE COURT: Nothing held back except attorneys' fees.

15 MS. MIRER: Right. The checks are separate, as far as  
16 I understand.

17 THE COURT: Okay. I approve. I think it's fair and  
18 reasonable. I think this litigation was hard-fought by very  
19 good lawyers. And I think, Ms. Mirer, you got the best that  
20 was possible, maybe even a little more.

21 So I approve the settlement.

22 MS. MIRER: Thank you, your Honor.

23 THE COURT: There's no objection, right,  
24 Mr. Spurchase?

25 MR. SPURCHISE: Nothing, your Honor. Thank you.

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1 THE COURT: Okay.

2 The next is a question of fees.

3 Ms. Mirer wants a third of the settlement plus costs.  
4 It comes out to about \$68,000, exclusive of costs. I'm going  
5 to ask Ms. Mirer to include her expenses in that number, and  
6 then I'll approve the number.

7 MS. MIRER: I'm sorry?

8 THE COURT: I want you to include your expenses in the  
9 68,212.98 you're asking for.

10 MS. MIRER: I believe they are included.

11 THE COURT: Just make sure.

12 So that is inclusive of all expenses?

13 MS. MIRER: Yes, your Honor.

14 THE COURT: Okay. So when that \$68,000 is subtracted  
15 from the \$195,000, the balance will be entirely remitted to the  
16 plaintiffs.

17 MS. MIRER: Yes.

18 THE COURT: Okay.

19 And your time records come to what number?

20 MS. MIRER: The time records came to -- between all of  
21 us -- over 600,000, your Honor.

22 THE COURT: So this amount is reasonable. And it's a  
23 sacrifice, but I think everyone sacrificed. I approve it.

24 MS. MIRER: Thank you, your Honor.

25 THE COURT: And I think the agreement provides for

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1 dismissals. Are they filed? Do you have them here?

2 MS. MIRER: It was an exhibit to the agreement. I  
3 think it was an exhibit.

4 MR. SPURCHISE: Exhibit A, your Honor.

5 MS. MIRER: Exhibit A.

6 THE COURT: Would you have a copy that I can file?  
7 Sign it, folks, and give it to me.

8 MS. MIRER: Yes.

9 May I approach, your Honor?

10 THE COURT: I've signed it.

11 I'll ask Ms. Jones to file it.

12 That ends the case.

13 I'm going to file a copy of the settlement agreement.  
14 But I think what I'll do is file Ms. Mirer's letter of March  
15 13, 2019 to which the settlement agreement is appended.

16 Did you submit this through ECF?

17 MS. MIRER: Yes, everything was --

18 THE COURT: You already filed it.

19 MS. MIRER: It is already filed.

20 THE COURT: Okay.

21 So we'll keep this in our files.

22 And I think that's it.

23 MS. MIRER: Thank you, your Honor.

24 Thank you for all your help throughout this process.

25 THE COURT: You're welcome.

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1 MS. MIRER: And pushing us along and --

2 THE COURT: You're welcome.

3 MS. MIRER: And encouraging the settlement.

4 THE COURT: Thank you, Mr. Spurchase.

5 MR. SPURCHISE: Thank you, your Honor.

6 THE COURT: Okay. We're finished.

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